

ADOT/JPA File No.: 06-114
AG Contract No.: KR06-1214TRN
Project: Interstate 10
Section: 43rd Ave & 51st Ave
Traffic Interchange
TRACS No.: H 6689 01C
Budget Source: 13007

120274..

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into March 27, 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").



I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has resolved to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State and the City agree to participate in the pavement preservation of the 43rd Avenue and 51st Avenue Traffic Interchanges (TI's) of Interstate 10 (I-10), hereinafter referred to as the "Project". The State shall construct the Project to include crack sealing and AC overlay, and the City agrees to participate in a one time lump sum amount of \$30,000.00 toward the cost of the Project. The purpose of this Agreement is to define each party's responsibilities in reference to the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28813
Filed with the Secretary of State
Date Filed: 3-27-06

Secretary of State


II. SCOPE OF WORK

1. The State shall:

a. Prepare design plans, specifications and such other documents and services required for construction of the Project.

b. Call for bids and upon concurrence from the State Transportation Board, award one or more construction contracts to accomplish the Project, administer and make all payments to the contractor(s).

c. Be responsible for contractor claims for additional compensation caused by or attributable to the State.

d. Upon completion and acceptance of the Project by the State, resume maintenance responsibilities in accordance with the Master Maintenance Agreement (JPA 90-019) and subsequent amendments.

e. Upon execution of this Agreement, invoice the City the one time lump sum amount of \$30,000.00 for its participation in the cost of the Project

2. The City shall:

a. Upon completion and acceptance of the Project by the State, resume maintenance responsibilities in accordance with the Master Maintenance Agreement (JPA 90-019) and subsequent amendments within the City's jurisdiction.

b. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic controls shall meet the requirements of the "Manual on Uniformed Traffic Control Devices" (MUTCD).

c. Upon execution of this Agreement, and within 30 days of receipt of an invoice from the State, the City shall pay the lump sum amount of \$30,000.00 for its participation in the cost of the Project

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion of the Project, provided however, that any provisions herein for maintenance provided by the respective party shall be perpetual. This Agreement may be cancelled prior to the award of the Project, with thirty days (30) written notice to either party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract. The City shall be afforded like rights and interests as the State under A.R.S. 35-214 related to the Project and this Agreement.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State or the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State or the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by Arizona Revised Statutes Section 12-1518 as applicable.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, MD 616E
Phoenix, AZ 85007
(602) 712-7525
(602) 712-7424 Fax

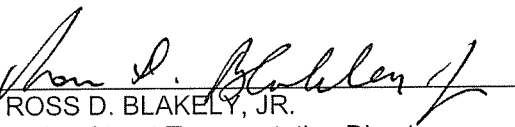
City of Phoenix
Street Transportation Director
200 W. Washington - 5th floor
Phoenix, AZ 85003-1611


9. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

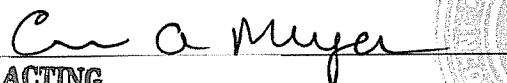
CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By 
ROSS D. BLAKELY, JR.
Acting Street Transportation Director

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST:

By 
ACTING
City Clerk



JPA 06-114

ATTORNEY APPROVAL FORM FOR THE CITY OF PHOENIX

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the City, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 21st day of December, 2006.



ACTING
MB

City Attorney

**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION**

Complete this form per O.P. 1.906 and A.R. 4.11.
Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action: <input type="checkbox"/> Bid Award <input type="checkbox"/> License Application <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other	OR	Legal Document: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution Emergency Clause? <input type="checkbox"/> (for use only w/ord. or res. requests)
IMPACTED DISTRICT(S)	DISTRICTS 4 & 7	ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER? <input type="checkbox"/>	
SUBJECT	REQUEST TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ADOT - 43 RD AND 51 ST AVENUES INTERCHANGES ON I-10		
REQUESTED AGENDA DATE	12/13/2006	PREPARED BY	Name Briiana Leon Department Street Transportation Phone 534-6999
APPROVALS	Division Head: Department Head:	J. Donald Herp, P.E. Ross D. Blakley, Jr., P.E.	If prepared for another department: Department Name: Approval:
BID AWARD INFORMATION	Bid Surety Required? <input type="checkbox"/> Submitted by Low Bidder? <input type="checkbox"/> Contract Required? <input type="checkbox"/>	Performance Surety Required <input type="checkbox"/> Amount? _____ Requisition No. _____	
CONTRACT INFORMATION	Contract Amendment? <input type="checkbox"/> If Yes, Current Contract No. _____ <div style="display: flex; justify-content: space-between;"> <div> Approved by: Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/> </div> <div>on Date: _____</div> </div>		
BUDGET INFORMATION	<div style="display: flex; justify-content: space-between;"> <div> \$ 30,000.00 Source of Funds: AHUR Fund Center(s) (SAP-FM): ST89310109 Commitment Item(s) (SAP-FM): 510130 Availability of Funds Approval: Lauri L. Wingenroth </div> <div> To Be Encumbered? <input checked="" type="checkbox"/> Fiscal Year? 2007 </div> </div>		
CITY MANAGER'S OFFICE	Approved by Thomas E. Callow, P.E. 11/30/06		CM Control No. 47
CITY CLERK DEPARTMENT	<div style="display: flex; justify-content: space-between;"> <div> Council Action Taken: Adopted Ordinance Number: S-33586 Resolution Number: _____ Comments: _____ </div> <div> RCA No. 54088 Contract No. _____ Meeting Date 12/13/2006 Item No. 53 </div> </div>		

ITEM**DISTRICTS 4 & 7****REQUEST TO ENTER INTO AN
INTERGOVERNMENTAL
AGREEMENT WITH ADOT -
43RD AND 51ST AVENUES
INTERCHANGES ON I-10**

Request authorization for the City Manager, or his designee, to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for improvements to the 43rd Avenue and 51st Avenue interchanges on I-10 and authorization for the City Controller to disburse funds.

The existing roadways will be restriped to provide dual left-turn lanes for southbound to eastbound traffic entering I-10, and the roadways will be widened to provide a right-turn lane for southbound to westbound traffic entering I-10.

Financial Impact

The City will contribute \$30,000 to this project to improve existing pavement conditions on 43rd and 51st Avenues adjacent to the interchanges but outside of the ADOT right-of-way. Funding is available in the Street Transportation Capital Improvement AHUR budget.

Citizen Notification

ADOT is the lead agency for the project. During the design phase of the project, public notification letters were mailed out to local residents and businesses informing them of the project. ADOT will also notify property owners and the general public of traffic restrictions required during construction.

ORDINANCE NO. S-33586

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR IMPROVEMENTS TO THE 43RD AVENUE AND 51ST AVENUE INTERCHANGES AT INTERSTATE 10; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

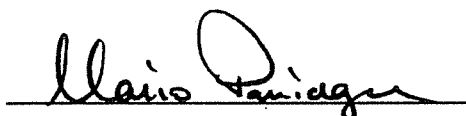
SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the Arizona Department of Transportation (ADOT) for improvements to the 43rd Avenue and 51st Avenue interchanges at Interstate 10.

SECTION 2. The City Controller is authorized to disburse funds in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00) for purposes of this ordinance.

PASSED by the Council of the City of Phoenix this 13th day of December, 2006.


MAYOR

ATTEST:

 City Clerk

CITY CLERK DEPT
206 DEC 11 PM 3:48

APPROVED AS TO FORM:


Margaret Wilson Acting City Attorney
MB

REVIEWED BY:

Frank Haubrich City Manager

DLB:dh/CM 47/12-13-06/672218v1

Ordinance No. S-33586

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
--	--	--

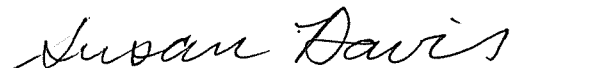
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-1214TRN (**JPA 06-114**), an Agreement between public agencies, i.e., The State of Arizona and The City of Phoenix, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: January 16, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:995212
Attachment